from using a drum or other musical instrument on the street without a permit. *Wilkes-Barre* v. *Garabed,* 11 Pa. Super. Ct. 355; *Mashburn* v. *Bloomington,* 32 Ill. App. 245; *State* v. *White,* 64 N. H. 48. Making it a misdemeanor to omit to furnish medical attendance to a minor is not unconstitutional as interfering with the religious freedom of a layman who believes that prayer for Divine aid is the proper remedy for sickness. *People* v. *Pierson,* 176 N. Y. 201. A regulation prohibiting teachers in public schools from wearing a religious garb was upheld in New York. *O'Connor* v. *Hendrick,* 184 N. Y. 421. There is no question but that the principal case is in line with the authorities.

CONTRACTS—IMPLIED CONTRACTS—PERSONS IN FAMILY RELATIONS.—Appellee had been taken by decedent at the age of four years and reared as the son of the decedent, who was childless. In an action by appellee to recover for care and board of decedent it was *held,* no implied promise arises where the circumstances are such that the implication will be inequitable. *Irwin* v. *Jones* (1910), — Ind. App. —, 92 N. E. 787.

Implied contracts fall under two general heads, (1) Where a man takes property and the owner waives the tort and sues in assumpsit, *i. e.* where there is no meeting of minds; (2) Where the minds of the parties meet, and their meeting results in an unexpressed agreement. The claim made in the principal case falls under the second head. Where one person renders services for another, or supports another, the relationship of the parties is of great weight in determining their intention for the purpose of saying whether a contract to pay is to be implied. *Howe* v. *North,* 69 Mich. 272; *Heywood* v. *Brooks,* 47 N. H. 231. The jury may in fact declare what is honest between parties, and yet only succeed in correcting one evil by a greater one. Citizens have a right to form connections on their own terms and to be judged accordingly. *Hertzog* v. *Hertzog,* 29 Pa. St. 465; *Spitzmiller* v. *Fisher,* 77 Iowa 289, 42 N. W. 197. A contractual intention may be shown in all cases, notwithstanding the relationship of the parties, and it may be shown by circumstances, and a contract will be implied notwithstanding the relationship where it appears that there was hope of compensation on one side and expectation to award it on the other. *Huffman* v. *Wyrick,* 5 Ind. App. 183, 31 N. E. 823. If there is no intention or expectation of payment when the services are rendered, there can be no recovery therefor. *Thurston* v. *Perry,* 130 Mass. 240; *Whaley* v. *Peak,* 49 Mo. 80. The same rule applies where one of the parties, whether a relative or not, stands toward the other in *loco parentis. Wyley* v. *Bull,* 41 Kan. 206, 20 Pac. 855; *Lippman* v. *Tittmann,* 31 Mo. App. 69.

CONTRIBUTORY NEGLIGENCE—ACTS IN EMERGENCY—EMERGENCY CAUSED BY PARTY INJURED—SAVING LIFE.—Plaintiff's intestate and a crew of six men were going to work on a hand car when they discovered a rapidly approaching train. All jumped off the car safely, but deceased voluntarily returned to the car and while attempting to remove it from the track was struck by the train and killed. Defendant requested the court to charge that if deceased was negligent and his negligent acts produced the occasion of his

death, plaintiff cannot recover. The court refused so to charge, which refusal was held proper by the Texas Court of Civil Appeals. On motion for rehearing, *Held,* that where a party's own negligence causes such a condition that the negligence of others is about to injure innocent third parties, that person is not guilty of contributory negligence if he runs risks to save the lives of the imperiled third parties, and the motion was overruled. *Gulf, C. & S. F. Ry. Co.* v. *Brooks* (1910), — Tex. Civ. App. —, 132 S. W. 95.

The rule is well established that it is not contributory negligence for a party to expose himself to risk in endeavoring to save the lives of others, provided his conduct is not rash or reckless. *Eckert* v. *Long Island R. R.,* 43 N. Y. 502, 3 Am. Rep. 721; *Dixon* v. *N. Y., N. H. & H. R. Co.* (1910), — Mass. —, 92 N. E. 1030; *Bracey* v. *N. W. Imp. Co.* (1910), — Mont. —, 109 Pac. 706; and cases in 29 Cyc. 523-524. But where the party injured was guilty of negligence in bringing about the perilous situation, an exception to this rule has generally been held to exist and a recovery denied. *Atlanta & C. Air Line R. Co.* v. *Leach,* 91 Ga. 419, 17 S. E. 619; *De Mahy* v. *Morgan, L. & T. R. Co.,* 45 La. Ann. 1329, 14 South. 61; *West Chicago St. R. Co.* v. *Liderman,* 187 Ill. 463, 58 N. E. 367, 52 L. R. A. 655; *White* v. *City of Chicago,* 120 Ill. App. 607. This exception seems to be recognized in the opinion in the principal case, but on overruling the motion for a rehearing, where the question was squarely presented, the court takes the view that it makes no difference whether the conditions under which another is about negligently to inflict an injury on a third party have been brought about by the injured party. In this view it is supported by the decision in *Donahoe* v. *The Wabash, St. L. & P. Ry. Co.,* 83 Mo. 560, 53 Am. Rep. 594; but it would seem that the weight of authority is to the contrary.

CORPORATIONS—PROMOTERS—LIABILITY FOR SECRET PROFITS.—Plaintiff acquired an option to purchase several thousand acres of land at five dollars an acre, it being then contemplated that he would promote the organization of an irrigation corporation and sell the land to the corporation at a large profit. He thereupon entered into an agreement whereby the land was to be sold to the corporation at thirty dollars an acre; the corporation to pay such purchase price from the proceeds of its capital stock sold to investing subscribers. Subsequently the trustees of the corporation purchased the land from the owner at its true value whereupon the plaintiff sued the corporation, contending that the trustees fraudulently prevented him from securing the profits of the transaction, and that the corporation should respond to him in damages. *Held,* that the promoters of a corporation are regarded as trustees, the utmost good faith being required of them; and they will not be permitted to reap secret profits at the expense of existing stockholders whose funds have provided financial support for the corporate enterprise. Consequently plaintiff was not entitled to recover the damages demanded. *Mangold* v. *Adrian Irr. Co.* (1910), — Wash. —, 111 Pac. 173.

Promoters of a corporation are required to exercise the same good faith in dealing with the corporation as the law exacts of directors and other fiduciary officers of the corporation. *Burbank* v. *Dennis,* 101 Cal. 90, 35 Pac.